



Australian Government
Department of Foreign Affairs and Trade



LOCALLY ENGAGED STAFF TERMS & CONDITIONS OF EMPLOYMENT

REPUBLIC OF THE PHILIPPINES

2021

AMENDMENTS

Date of amendment	Section	Summary of change

CONTENTS

1.	INTRODUCTION	5
1.1	Welcome	5
1.2	Scope	5
1.3	Date of Effect	5
1.4	Variation	6
1.5	Policies and procedures	6
1.6	Delegation to set terms & conditions	6
1.7	Consultative arrangements	6
1.8	Further information	6

2.	LES EMPLOYMENT FRAMEWORK	7
2.1	Employment framework	7
2.2	Engagement of LES	7
2.3	Types of LES employment	7
2.4	LES Employment contracts	8
2.5	Contract variations	8
2.6	Internal transfers	8
2.7	LES Code of Conduct	9

3.	PRE-CONDITIONS OF EMPLOYMENT	10
3.1	Pre-employment medical clearance	10
3.2	Probity checks, security clearances and identification	10
3.3	Non-national employees – visas	10
3.4	Probation	11
3.5	Fitness for duty	11

4.	REMUNERATION & BENEFITS	12
-----------	------------------------------------	-----------

4.1	Rate of salary	12
4.2	Payment of salary	12
4.3	Overpayment of salary	12
4.4	13 th month payment	12
4.5	Remuneration reviews	13
4.6	Taxation	13
4.7	Superannuation contributions	13
4.8	Superannuation Guarantee Contributions	13
4.9	Workers' compensation	13
4.10	Health/medical insurance	14
5.	HOURS OF WORK	15
5.1	Hours of work	15
5.2	Flexible work arrangements	16
5.3	Excess duty	17
6.	LEAVE	19
6.1	Leave entitlements	19
6.2	Unauthorised absences	22
6.3	Recall from leave	22
7.	RETIREMENT, RESIGNATION AND TERMINATION OF EMPLOYMENT	23
7.1	Retirement	23
7.2	Resignation	23
7.3	Expiry of employment contracts	24
7.4	Termination of employment	24
7.5	Redundancy	25
7.6	Separation entitlements	25
7.7	Death of an employee	27
7.8	Recovery of debts on cessation of employment	27
8.	GRANDFATHERED POST-SPECIFIC PROVISIONS	28
	Commencement date	28
	Pharmaceutical allowance	28
	14 th month payment	28
	Funerary assistance	28

Retirement	29
Resignation	29
Redundancy	30
Definition of 'immediate family'	30
Non-national employees – visas	30

9. TRANSITIONAL ARRANGEMENTS	31
-------------------------------------	-----------

10. GLOSSARY	32
---------------------	-----------

1. INTRODUCTION

1.1 WELCOME

Locally Engaged Staff (LES) form an important part of our workforce and make a significant contribution towards the Australian Government's objective of advancing Australia's national interests. DFAT's overseas network provides foreign, trade and development policy advice to the Australian Government. We deliver government programs and services overseas and work with other government agencies to ensure that Australia's pursuit of its global, regional and bilateral interests is coordinated effectively. As a LES member, you play a key role in support of the functions of Australia's overseas posts and we welcome you on board.

1.2 SCOPE

This document is known as the '**Locally Engaged Staff Terms and Conditions of Employment – Republic of the Philippines 2021**' and abbreviated to LES T&C Philippines. It outlines the terms and conditions that govern your employment with the Australian Embassy Manila (herein after referred to as the "post") and applies to all LES engaged at the post unless otherwise specified.

These terms and conditions replace and supersede in their entirety the *LES Terms and Conditions of Employment – Philippines 2018 - 2021*. Any previous version(s) and any prior arrangements or obligations, written or verbal, are hereby replaced.

These terms and conditions do not extend to LES engaged by Austrade, nor do they apply to contractors and third-party service providers who are not considered to be LES. Domestic staff employed by the Head of Mission (HOM) and non-HOM Senior Executive Service (SES) officers are not subject to these terms and conditions.

1.3 DATE OF EFFECT

This document is effective from 01 November 2021 and will continue to apply until it is replaced by a new Terms and Conditions document.

1.4 VARIATION

The post reserves the right to vary or extend these terms and conditions at any time as a result of changes to local labour law or operational requirements. Any variations will be made in consultation with post management and relevant Agency Heads.

Such changes may include, but are not limited to:

- changes of a structural or technological nature;
- changes in methods of operation;
- changes to operational hours; and
- any changes that are likely to lead to the redundancy of positions held by employees.

1.5 POLICIES AND PROCEDURES

These terms and conditions are supported by a series of workplace management and Human Resource policies, guidelines and instructions and should be read together with the LES Human Resources Manual (LES HRM) and circulars issued by post management.

If there is any inconsistency between the LES HRM, or other policies or guidelines and this document, the express terms of this document will prevail to the extent of any inconsistency unless contrary to legislation or common law.

Where particular conditions of employment are absent from this document, local labour law will apply.

Post specific instructions issued by post management outlining operational arrangements in relation to these terms and conditions, will be developed in consultation with LES, through the Manila Based Staff Advisory Group (MBSAG)

Agency-specific policies and procedures pertaining to employment matters do not form part of this document.

1.6 DELEGATION TO SET TERMS & CONDITIONS

The delegation (authority) to approve and/or amend these terms and conditions is outlined in the Secretary's Instrument of Delegation.

1.7 CONSULTATIVE ARRANGEMENTS

Post management will consult with LES, through MBSAG, about proposed changes to these terms and conditions and will provide an opportunity for employees to express their views before a final decision is made to implement a change.

1.8 FURTHER INFORMATION

This document has been designed to provide you with easy access to all of the information you need about your terms and conditions of employment as a LES member. Should you dispute the interpretation of a term or condition of employment or require clarification or additional information about any aspect of your employment, please contact your supervisor or the Senior Administrative Officer (SAO) at post in the first instance.

2. LES EMPLOYMENT FRAMEWORK

2.1 EMPLOYMENT FRAMEWORK

In accordance with the *Prime Minister's Directive: Guidelines for the Management of the Australian Presence Overseas*, DFAT is the lead agency managing the Australian Government's international presence. The Australian Embassy Manila is the legal employer responsible for the employment arrangements of the LES engaged by the post in the Philippines (excluding those LES engaged by Austrade).

2.2 ENGAGEMENT OF LES

LES are employed under local labour law as it applies to diplomatic and consular missions, as prescribed by the Vienna Conventions on Diplomatic and Consular Relations. The official delegation (authority) to engage LES at the post is outlined in the Secretary's Instrument of Delegation.

2.3 TYPES OF LES EMPLOYMENT

LES may be engaged in one of the following categories:

Category	Description
Ongoing (permanent/regular)	Engaged without a specified end date May work full-time or part-time hours
Non-ongoing (fixed-term)	Engaged for a specified term or task, up to a maximum of two continuous years May work full-time or part-time hours
Non-ongoing (casual)	Engaged to perform duties that are irregular or intermittent for a finite period of time that should not exceed 12 continuous months May work ad hoc hours
Temporary	Engaged on a temporary basis directly from the post's Temporary Employment Register on a non-ongoing (fixed-term or casual) basis, up to a maximum of three continuous months

Part-time employees

Remuneration and the range of benefits outlined in this document are calculated on a pro rata basis for employees who have been approved to work part-time hours unless otherwise specified.

Employees engaged on an hourly basis

Non-ongoing (casual) and temporary (fixed-term or casual) employees engaged on an hourly basis receive a loading in lieu of the full range of benefits outlined in this document and are not entitled to the following provisions:

- paid leave, 13th month payment, health/medical insurance, flex-time, excess duty and separation benefits.

LES engaged on an hourly basis should refer to their individual employment contract for specific entitlement provisions.

2.4 LES EMPLOYMENT CONTRACTS

Post management will determine the type of employment contract offered for each LES position and all employment contracts must be signed before an employee commences duty.

To avoid doubt and without prejudice to any rights the parties may have under the contract, the employee acknowledges that upon the expiration of a fixed-term or casual contract the post is under no obligation whatsoever to extend all or any of the terms of the contract, enter into any further or other contract with the employee, or provide any further employment to the employee. Any renewal of a non-ongoing or temporary employment contract is at the discretion of the post and further employment should not be assumed.

2.5 CONTRACT VARIATIONS

Your employment contract may be amended to reflect changes in employment arrangements, in accordance with the terms of the employment contract and local labour law (where practicable). Supervisors will discuss contract variations with you at least five working days before the proposed variation date.

2.6 INTERNAL TRANSFERS

Post management reserves the right to re-allocate employees to different positions and sections within the agency as well as inter-agency, if required, in order to meet the work priorities of the post. Transfers will occur after appropriate consultation with the affected employee, the appropriate Agency/Section Head, and approval by post management.

Transfers will be to positions that require the same or similar skills of the transferring employee. The affected employee will be transferred at their existing level of remuneration and Work Level Standard (WLS) pay point. A transfer to a different position, section or agency is considered to be an internal transfer and does not require the resignation and re-engagement of the employee or affect accrued entitlements.

If you are transferred to another position, you shall be notified in writing, no less than five working days prior to the transfer date.

2.7 LES CODE OF CONDUCT

The LES Code of Conduct of the Australian Embassy Manila forms part of your conditions of employment. You are required to sign an acknowledgement upon commencement that you accept and will adhere to the LES Code of Conduct. You must maintain conduct consistent with the LES Code of Conduct as a condition of employment and should review the LES Code of Conduct regularly.

Alleged misconduct may be investigated formally and if you are found to have breached the Code of Conduct, you may be subject to disciplinary action, including possible dismissal.

3. PRE-CONDITIONS OF EMPLOYMENT

3.1 PRE-EMPLOYMENT MEDICAL CLEARANCE

Your employment may be subject to a satisfactory medical clearance to establish fitness for duty and to perform the duties in which you will be engaged. Medical examinations will be conducted, where possible, by a post-designated physician and the cost will be covered by the relevant agency.

3.2 PROBITY CHECKS, SECURITY CLEARANCES AND IDENTIFICATION

A probity check and/or Australian Government security clearance may be required as a pre-condition of your employment, and revalidation reviews may need to be undertaken on a periodic basis. False statements made by you relating to the security clearance or probity check will be deemed to be a violation of the LES Code of Conduct.

Security cleared employees should also refer to the DFAT security manual for requirements surrounding notification of planned travel and changes to personal circumstances.

3.3 NON-NATIONAL EMPLOYEES – VISAS

For all Australian or other non-host country national LES, your employment is conditional on the relevant local authorities granting permission for you to enter and remain in the host country to work for the post. It is your responsibility to obtain the relevant documents and ensure compliance with immigration regulations relating to your employment with the post and you are required to provide proof of your valid work authorisation to post management upon commencement.

If such permission to remain in the Philippines is not provided, or is refused, revoked or otherwise not renewed, your employment will be terminated in accordance with local labour law and the post will only be obliged to pay any compensation or similar payment in respect of such termination in accordance with the labour laws of the Philippines where applicable. All costs associated with your relocation to and stay in the Philippines, including visa fees, are your personal responsibility. The post may provide limited administrative assistance with the lodgement of your Philippines visa and work permit through the relevant authorities where required. The post is unable to assist with visa matters in relation to your spouse/partner or family members.

3.4 PROBATION

The engagement of all new ongoing (permanent) LES is subject to the satisfactory completion of a probationary period of four months and all mandatory training. There is no probationary period for non-ongoing (fixed-term and casual) or temporary employees. The delegate may terminate your probationary employment in accordance with local labour law (see [Termination during probation](#)).

The probationary period is included in your length of service for the purpose of calculating accrued benefits and entitlements.

3.5 FITNESS FOR DUTY

In certain cases, post management may require medical information to assist you to manage a medical condition in the workplace. Post management, in consultation with the Agency Head may direct you, by written notice, to undertake an independent medical examination, with a post-designated physician, to identify your fitness for duty.

You may be directed to undertake a fitness for duty appointment where:

- you have been absent from work due to illness or injury for an extended period of time;
- you return to work after being absent due to illness or injury and post management considers that you may not be fit to return to work;
- you are absent from work for health reasons and there are concerns that a return to work may expose you to further health risks;
- a supervisor considers that your health may be affecting your work performance;
- you are considered by post management to be a danger to yourself or others;
- you may have been exposed to an infectious disease or harmful substances during the course of your official duties;
- you seek to reduce your hours of employment due to health reasons;
- an assessment needs to be made regarding your ability to participate in a return to work program;
- medical advice indicates a total and permanent incapacity; or
- post management wishes to obtain supporting medical evidence in addition to that provided by an employee seeking personal leave.

Your agency may have additional 'fitness for duty' requirements which apply and you should seek guidance from your Agency Head as required.

4. REMUNERATION & BENEFITS

The total LES remuneration package provided comprises of salary and benefits as outlined in these terms and conditions and is based on comparability with local employers, conformity to local law and the post's operational requirements.

4.1 RATE OF SALARY

The WLS classification (e.g. LE1 to LE8) assigned to your position determines your rate of salary in accordance with the post's salary table.

Rates of pay for employees engaged by the hour will be specified in individual employment contracts.

4.2 PAYMENT OF SALARY

Your salary and any related payments are paid twice per month (on the 14th and 29th) directly to your nominated local personal bank account in accordance with the post's payment procedures.

All payments are calculated and paid in Philippine Pesos (PHP).

4.3 OVERPAYMENT OF SALARY

Any overpayment of salary or related benefits paid to you under these terms and conditions is repayable as soon as practicable, subject to reasonable arrangements being agreed between you and post management.

4.4 13TH MONTH PAYMENT

At 30 November each year, eligible ongoing (permanent) and non-ongoing (fixed-term) employees, who have completed at least one month of service during the calendar year, shall be entitled to a 13th month payment equal to 1.08 of a month's salary. A pro-rata payment will be made to employees with less than 12 months service.

Employees engaged on an hourly basis are not eligible to receive the 13th month payment as their hourly rate of pay includes a loading in lieu of such a payment.

4.5 REMUNERATION REVIEWS

Remuneration reviews take a total package approach whereby LES salary and benefits are reviewed centrally by DFAT in Canberra. Reviews are conducted in accordance with the methodology outlined in the LES HRM.

Annual salary increases should not be assumed. Any salary increase needs to be accommodated and sustained within agencies' operating and out year budgets and be approved by the DFAT delegate in consultation with post management and relevant Agency Heads.

An employee whose salary is higher than their WLS salary range will not receive an increase through the remuneration review process.

4.6 TAXATION

Taxation arrangements are deemed to be a personal matter between you and the relevant taxation authorities. Employees shall receive gross salary payments without any deductions for taxation and it is your personal responsibility to ensure that you are aware of your own taxation obligations and to report your income to the relevant taxation authority. These arrangements may be subject to change and the post may elect to withhold tax on behalf of host government taxation authorities if required.

Australian residents for taxation purposes should refer to the guidance in the LES HRM.

4.7 SUPERANNUATION CONTRIBUTIONS

All eligible employees will be enrolled as members of the Philippine Social Security System (SSS), which provides a range of benefits including sickness, maternity, disability (temporary and permanent), death, funeral, and a pension fund. You will be required to contribute a portion of your salary to the SSS. This amount will be withheld by the post and remitted to the SSS in accordance with its requirements. The post will also pay contributions as required to meet its employer obligations to the SSS. These contributions will also be remitted to the SSS in accordance with its requirements.

This is with the exception of Australian residents for taxation purposes, for whom the post is paying the Superannuation Guarantee contribution in Australia and the Philippines Ministry of Foreign Affairs has accorded them an exemption.

4.8 SUPERANNUATION GUARANTEE CONTRIBUTIONS

The post is required to make Superannuation Guarantee Contributions (SGC) to a complying superannuation fund on behalf of LES who are considered by the ATO to be an Australian resident for taxation purposes.

Further guidance is available in the LES HRM.

4.9 WORKERS' COMPENSATION

The post will arrange and maintain workers' compensation coverage for all employees through the Philippine Social Security System (SSS). In addition to the SSS, employees are covered under a group life insurance policy in the event of accidental death or permanent disability, the amount of which will be subject to contract negotiations with the insurance provider.

4.10 HEALTH/MEDICAL INSURANCE

At present the post pays, on behalf of each employee, full contributions to health insurance schemes including PhilHealth and a private Health Maintenance Organisation provider. If you wish to enrol your spouse/de facto partner or dependent child (up to the age of 18) in the scheme, the post will pay, on behalf of the employee, 50 per cent of the contributions in respect to your dependent/s. The remaining 50 per cent of the contributions will be deducted from your salary.

These arrangements will be reviewed periodically and are subject to change based on the requirements of the individual health fund. Any impact on insurance premiums or staff contributions to Government-run schemes will be assessed and amended as required.

The post will provide annual medical check-ups for employees. When the medical check-up has been undertaken, post will place a confirmation note on the employee's personnel file. Where, as a result of the report from the examination, a medical condition is found which requires ongoing monitoring, the employee will be required to undergo further medical examinations as determined by the medical doctor. In this situation, the employee will be responsible for any medical expenses, treatment and medication costs that are not covered under the LES health insurance benefit (i.e. Maxicare/Philhealth). If an employee is found to have a medical condition that requires ongoing monitoring, the employee will need to undertake a fitness for duty assessment to ensure they are fit to return to work and do not have a contagious illness (for example, tuberculosis).

An employee who is the spouse of an A-based employee will not be eligible for coverage under the group medical insurance as other arrangements exist for their health care.

LES engaged on an hourly basis are not entitled to receive health/medical insurance as outlined above.

5. HOURS OF WORK

5.1 HOURS OF WORK

The standard hours of work for the post are as follows:

Five days per week	Monday to Friday
Hours per week	37 hours and 30 minutes
Hours per day	7 hours and 30 minutes
Start time	08:00
Lunch break	All LES are required to take a daily unpaid lunch break of one hour between 12:00 & 14:00 LES must ensure that they take an unpaid break of at least 30 minutes at the end of every five hours' of work
Finish time	16:30
Drivers/Messengers	Drivers/Messengers are engaged on a fixed-hours basis Drivers/Messengers are required to work eight hours per day (40 hours per week) within post's working hours bandwidth (07:30 to 18:00) as follows: <ul style="list-style-type: none">- Monday to Friday: 08:00 to 17:00, or as directed by post management (depending on the operational requirements of post)

All staff are required to maintain a formal record of their hours of attendance upon arrival at and departure from work each day. Unless otherwise agreed in writing with your A-based supervisor, all staff must attend work during the working hours' bandwidth of post (as specified in the table below) and work a total of 7 hours and 30 minutes per day (if engaged in a full-time capacity).

Subject to approval from post management, you may be engaged to work a range of hours within the post's working hours' bandwidth as outlined below:

Full-time hours: full standard hours of work set for the post

Part-time hours: agreement to work less than the standard hours of work set for a full-time employee at post

Casual hours: as agreed with post management

5.2 FLEXIBLE WORK ARRANGEMENTS

Within operational constraints and subject to approval by post management, you may request access to flexible work arrangements in accordance with the terms of the LES HRM. Any such request will be considered on a case-by-case basis, taking into account the availability of A-based staff and appropriate security arrangements, and will be subject to review.

Flex-time

A flex-time system is available to eligible LES at the post, subject to the criteria specified below. Only work completed within the post's bandwidth of working hours will count towards flex-time credits.

Flex-time provisions	
Working hours bandwidth	07:30 to 18:00 Monday to Friday
Maximum balance	10 hours' credit or debit At the end of each pay period, any credit in excess of 10 hours will be forfeited
Requirements	<ul style="list-style-type: none">- Work must be completed within the post's bandwidth of working hours to count towards flex-time credits- You are required to attend work within post's working hours bandwidth (unless an absence has been pre-approved) and must record hours of attendance upon arrival at and departure from work- A one-hour lunch break must be taken and cannot be added to flex-time balances if a break is not taken- You may not work more than 9 hours in any day under flex-time arrangements- Flex-time credits cannot be cashed out or transferred to another position- Timing of flex-time leave is subject to supervisor approval- Excess duty cannot be included in flex-time calculations

You may be permitted to work outside of the post's working hours' bandwidth, subject to operational requirements and supervisor approval. Where operational requirements dictate, or there are concerns about your pattern of attendance, you may be directed by your A-based supervisor to work a standard day (08:00 to 16:30).

The following LES are not entitled to access flex-time and should agree on hours of work with their supervisor:

- Drivers and Maintenance staff who are engaged on fixed hours
- Non-ongoing (casual) and temporary employees
- LES working on a shift roster
- Senior employees occupying positions at the LE7 and LE8 level.

5.3 EXCESS DUTY

With prior approval, you may be required to work in excess of your normal (agreed) working hours for which either payment for excess duty (overtime) or time off in lieu (TOIL) will apply as agreed between you and your supervisor. Excess duty may only occur for work undertaken outside the post's working hours' bandwidth and must include an unpaid 30-minute break after every five hours of work.

For the avoidance of doubt, LES will only receive payment or TOIL for excess duty (not both).

Drivers and Maintenance Staff engaged on fixed hours (40 hours per week) are eligible to claim excess duty for any work performed outside the agreed fixed hour bandwidth (i.e. 08:00 and 17:00 Monday to Friday).

Employees engaged on an hourly basis are not entitled to payment for excess duty or TOIL.

Payment for excess duty (overtime)

Payment for approved excess duty (overtime) will be calculated by multiplying your normal base hourly rate, not including any additional allowances or bonus amounts, by the overtime loading rate as follows:

Period of excess duty	Overtime loading	Conditions
Monday to Friday	150 %	Must be performed before 07:30 and after 18:00
Saturdays	150 %	
Sundays & approved Embassy public holidays	200 %	

In line with the conditions specified in the table above, employees will be paid overtime based on the actual number of excess duty hours worked. For example, if you work one hour of excess duty, you will be remunerated for one hour of overtime.

If you are required to attend the office to undertake a period of excess duty, you will be remunerated to work for at least two hours regardless of the actual time it takes to complete the task for which the excess duty was approved. This only applies for excess duty undertaken which is not contiguous with the working hours' bandwidth of post.

Travel time to and from work is not to be included in claims for excess duty.

Part-time LES who work more than their agreed hours, but do not work beyond post's working hours bandwidth, will be paid for the extra hours worked at their normal hourly rate. For any approved work undertaken outside post's standard working hours' bandwidth, excess duty (overtime) payments will apply as outlined above.

Excess duty payments will be made twice per month in arrears with normal salary payments.

Time off in lieu

Subject to operational requirements and supervisor approval, you may receive time off in lieu (TOIL) instead of payment for excess duty (overtime). TOIL accrues on the same basis as overtime, i.e. four hours of excess duty worked on a Saturday results in six hours of TOIL.

Accrued TOIL must be taken within 30 days of the excess duty, or as agreed with post management. TOIL credits are not paid out upon separation from the post.

Provisions relating to TOIL whilst undertaking official travel are outlined in the LES HRM.

6. LEAVE

6.1 LEAVE ENTITLEMENTS

Leave is considered to be an approved absence from duty during your normal (agreed) working hours. Approved leave may be with or without pay. The following leave entitlements apply to eligible ongoing (permanent) and non-ongoing (fixed-term) LES and are pro-rated for part-time employees. Leave entitlements for employees accessing leave without pay that does not count for service will be pro-rated accordingly. Non-ongoing (casual) and temporary employees are not entitled to paid leave.

Types of leave	Entitlement	Eligibility/Criteria
Public Holidays	14 working days per annum	<ul style="list-style-type: none"> - Post will observe a combination of Australian and local public holidays as determined by the HOM - Eligible employees are entitled to be paid salary for approved post public holidays - Payment of salary will be based on the hours that would have normally been worked if that day was not a public holiday - Where a public holiday falls during a period of leave without pay there is no entitlement to receive payment as a public holiday
Recreation Leave	20 working days per annum	<ul style="list-style-type: none"> - Accrues monthly from date of commencement for eligible LES - A maximum accrual of 30 days recreation leave applies - Employees with excess leave balances may be directed to take recreation leave before 01 July if excess leave is accrued in order to reduce their leave balance to an acceptable level - Subject to prior approval from supervisor - LES are not permitted to retrospectively reverse approved recreation leave in place of flex leave or TOIL - Unused recreation leave credits are only paid out at the end of an employment contract or in the event of separation
Personal/Carers leave (PCL) (Sick leave)	18 working days per annum	<ul style="list-style-type: none"> - Can be used for personal illness or injury or caring for an 'immediate family member' (as defined under 'immediate family' in the glossary) who is sick or injured - Accrues monthly from date of commencement for eligible LES and is cumulative from year to year

		<ul style="list-style-type: none"> - You are required to notify your supervisor prior to 10:00am on the day of the absence. Failure to notify your supervisor of your absence by 10:00am may result in your absence being treated as Leave Without Pay - Medical certificates from a registered health practitioner must be produced for absences exceeding three consecutive working days or more than six working days in one financial year - Any unused PCL will not be paid out upon separation - Cannot be taken by two employees to care for the same person at the same time - Under the Philippine Social Security System (SSS), a sickness benefit may also be payable
Compassionate leave	3 working days paid per occasion	<ul style="list-style-type: none"> - Eligible employees are entitled to access compassionate leave on each occasion following the death of an 'immediate family member' (as defined under 'immediate family' in the glossary) - Adequate documentation is required to support the application for leave - Approval of compassionate leave is at the discretion of the Agency Head
Maternity leave	15 weeks paid leave (105 calendar days) or 30 weeks at half pay (210 calendar days)	<ul style="list-style-type: none"> - Female LES are entitled to receive paid maternity leave - Upon knowledge of an expected birth, you are required to advise post management of the anticipated date of birth and submit any relevant paperwork as requested, including (but not limited to) medical certificates - May be taken for any consecutive period before or after the birth of their child but at least 60 calendar days must be taken immediately following the birth - You may only continue working in the four weeks prior to the expected date of birth if you obtain a doctor's certificate stating you are fit to do so - Subject to approval, the employee may also take recreation leave or leave without pay to extend the period of maternity leave to a maximum of 12 months - Under the Philippine Social Security System (SSS), a maternity benefit may also be payable - If an employee qualifies as a solo parent under the 'Solo Parents Welfare Act', the employee shall be granted an additional 15 calendar days maternity leave with full pay
Miscarriage leave	60 calendar days paid leave	<ul style="list-style-type: none"> - Female employees are entitled to paid leave following a miscarriage or emergency termination of pregnancy - The leave must be taken immediately following the miscarriage or emergency termination of pregnancy

Breastfeeding absence	30 minutes twice each day	<ul style="list-style-type: none"> - Breastfeeding employees who return to work are allowed paid periods of absence during normal working hours up until the child reaches six months of age
Adoption leave	15 weeks paid leave (105 calendar days) or 30 weeks at half pay (210 calendar days)	<ul style="list-style-type: none"> - An employee is entitled to receive paid adoption leave where they legally adopt an infant under 12 months of age and assume primary care responsibilities - The adoptive child must not be a child or step-child of the employee or their partner - Where the employee is the secondary carer of the adopted child, then they are entitled to paternity leave - Subject to approval, the employee may also take recreation leave or leave without pay to extend the period of adoption leave to a maximum of 12 months from the date of adoption - An employee who is on leave without pay, or on a period of paid adoption leave, will not be entitled to access other parental leave provisions
Paternity leave	10 working days full pay or 20 working days half pay	<ul style="list-style-type: none"> - Where your spouse or partner is the primary carer of a child you are entitled to paid paternity leave within 12 weeks of the date of birth or adoption of an infant under 12 months of age
Special leave	Up to two months paid special leave per year	<ul style="list-style-type: none"> - A female employee who undergoes surgery caused by gynaecological disorders is entitled to up to two months paid special leave per year - Certification of a competent physician as to the required period of recuperation is required to support this leave application - Where a female employee undergoes surgery due to gynaecological disorder while on approved paid maternity leave, only the difference between the special leave benefit and maternity leave benefit can be accessed
Miscellaneous leave	Subject to HOM discretion and may be approved with or without pay	<ul style="list-style-type: none"> - May be granted to cover exceptional and unexpected absences from work, including leave for post declared emergencies and natural disasters that impact the operations of post and make it impossible for employees to perform their day-to-day work - Miscellaneous leave is subject to HOM approval and is utilised when unforeseen events impact the operations of post. If an employee is not able to attend work due to personal circumstances, the employee is expected to utilise another appropriate leave type (e.g. recreation leave, personal/carers leave or flex-time) unless otherwise approved

6.2 UNAUTHORISED ABSENCES

If you are absent from duty without approval for more than five working days, you will be considered to have abandoned your employment, and all salary and entitlements will cease until you resume duty or are granted leave. Where contact cannot be made with you, the delegate will consider the appropriate action to take in accordance with local labour law.

6.3 RECALL FROM LEAVE

You may be recalled to duty in the event an emergency situation arises. Should this occur, you will be granted leave in lieu of this time as soon as possible after the emergency situation has finished. You may also seek reimbursement of reasonable non-refundable associated costs, subject to approval by post management.

7. RETIREMENT, RESIGNATION AND TERMINATION OF EMPLOYMENT

This section refers to your separation from the post upon cessation of employment and specifies the entitlements that apply. You should adhere to required notice periods and notify the post as far in advance as possible of your intention to cease employment with the post.

7.1 RETIREMENT

The retirement age for employees is 65 years of age, although an employee may choose to retire from 60 years of age.

Permanent (ongoing) employees will be required to retire on the first working day following their 65th birthday.

Non-ongoing (fixed-term and casual) employees eligible to retire may work until the conclusion of their employment contract.

Employees wishing to retire should provide at least 30 days' notice in writing to post management.

The [separation entitlements](#) section outlines the entitlements that apply upon retirement.

For the purpose of calculating Retirement Pay, after an employee has met the minimum five-year service requirement, completion of six months up until the last day of employment is considered as a full year of service.

Under the Philippine Social Security System, members are also eligible for a Pension Benefit.

7.2 RESIGNATION

You may voluntarily resign from the post at any time by providing 30 days' notice in writing to post management. In certain circumstances, post management may consider a shorter period of notice.

The [separation entitlements](#) section outlines the entitlements that apply upon resignation.

7.3 EXPIRY OF EMPLOYMENT CONTRACTS

Non-ongoing (fixed-term and casual) employment contracts automatically terminate upon expiration of the contract. Renewal of a non-ongoing employment contract after this time is at the discretion of post management and further employment should not be assumed.

The [separation entitlements](#) section outlines the entitlements that apply upon the expiry of employment contracts.

7.4 TERMINATION OF EMPLOYMENT

Delegation

The official delegation (authority) to terminate the employment of LES at the post is outlined in the Secretary's Instrument of Delegation.

Termination during probation

The delegate may approve termination of your employment for serious misconduct, other just causes or authorised causes during the probationary period in accordance with due process requirements of local labour laws. You will receive salary entitlements owing until the termination date, including proportionate thirteenth month pay, but are not entitled to any other payment in respect of termination.

Grounds for termination of employment

Termination of employment may occur in the following circumstances:

- Where an employee is excess to the requirements of the post (see clause 7.5 Redundancy)
- Where the employee contravenes, or is in gross or serious breach of the LES Code of Conduct and/or the criminal laws of the Philippines (see 'Dismissal for misconduct' clause below)
- lack or loss of an essential qualification or condition of employment
- non-performance or unsatisfactory performance of duties
- Inability to perform duties because of physical or mental incapacity
- where the employee abandons their position for more than five working days without approval (see clause 6.2 Unauthorised absences)

The severance entitlements section outlines the periods of notice that will apply in the event a LES member's employment is terminated.

Dismissal for misconduct

In accordance with local labour law, the post may terminate your employment if you behave in a manner which, in the reasonable opinion of the post, contravenes either the LES Code of Conduct, the criminal laws of the Philippines or any other lawful and reasonable direction given to you by your employer or the employer's representative.

Where employment is terminated under this provision, the employee may be liable to dismissal in accordance with the due process requirements of local labour law. All other accrued entitlements will be paid to you in accordance with local labour law.

7.5 REDUNDANCY

Non-probationary ongoing (permanent) employees may be made redundant if the position they occupy becomes excess to the requirements of the post and is abolished, redesigned or reclassified.

An employee is excess if:

- the duties they perform are no longer necessary for the efficient and economical working of the post;
- the services of the employee cannot be effectively used because of technological or other changes in the work methods of the post or structural or other changes in the nature, extent or organisation of the functions of the post; or
- the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the new locality and no suitable alternative duties can be identified at the current locality.

This includes where a position is reclassified, where a position is no longer funded and where the duties performed are substantially changed such that the employee is no longer qualified to perform the role.

Redeployment

If you are made redundant because the position you hold has been abolished, the post may investigate the possibility of redeploying you to a similar vacant position at the same level or at a lower classification.

Where you are made redundant because the position you hold has been modified or reclassified to a higher or lower WLS classification, the original position becomes redundant and the new position must be advertised, you are encouraged to apply for the advertised position.

If you accept an offer of redeployment at a lower classification, your current employment status will cease and all entitlements owing will be paid to you. You will then be reengaged under a new contract at the highest pay point of the lower classification (e.g. from a LE4.2 to a LE3.5).

If you cannot be redeployed, are unwilling to accept a position at a lower classification and salary, or are unsuccessful in securing the newly advertised position, redundancy action will be initiated and you will be entitled to a termination payment as specified in the [separation entitlements](#) section.

7.6 SEPARATION ENTITLEMENTS

In the event of resignation, retirement, redundancy or expiry of contract term at any point throughout the year, you will be paid in full for all entitlements that are owing, including outstanding salary up to last day of employment and lump sum pay for any unused recreation leave in accordance with local labour law. Any unused personal/carers leave will not be paid to you upon separation.

Any payments required under local labour law will also be made including severance payment and a pro-rated 13th month payment calculated based on the actual date of separation.

The following table outlines the required notice periods and any severance benefits that may apply in addition to accrued entitlements. You may receive a payment of salary in lieu of a notice period, subject to approval by the delegate.

Your gross base salary at the date of separation, exclusive of overtime, bonuses and/or additional allowances will be used to calculate any severance payments that apply.

Under Philippine law, completion of six months service is considered a full year of service.

An employee may request a letter confirming their period of employment with the post, which will be provided on the last day of employment.

Type of separation	Notice period	Severance entitlement
Retirement	You are required to provide a notice period of 30 days	<p>Provided you have served at least five years you shall be entitled to retirement pay as follows:</p> <p>One-half ($\frac{1}{2}$) month salary for every year of service</p> <p>For the purpose of calculating retirement pay, "one-half month salary" shall include the following:</p> <ul style="list-style-type: none"> a. Fifteen (15) days salary based on the latest salary rate; and b. Cash equivalent of five (5) days of service incentive leave; and c. One-twelfth ($\frac{1}{12}$) of the thirteenth-month payment or 2.5 days. <p>- If you were employed prior to 01 July 2014, refer to section 8: <i>Grandfathered Post-Specific Provisions</i></p>
Resignation	You are required to provide a notice period of 30 days	<ul style="list-style-type: none"> - None - If you were employed prior to 01 July 2014, refer to section 8: <i>Grandfathered Post-Specific Provisions</i>
Redundancy	You will be provided with a notice period of 30 days	<ul style="list-style-type: none"> - Severance pay at the rate of one month of salary for each year of service when the employee has no entitlement to a retirement benefit; or the applicable retirement benefit, whichever is higher <p>For the purpose of calculating redundancy benefits, there is no qualifying period</p> <ul style="list-style-type: none"> - If you were employed on or before 01 May 2002, refer to section 8: <i>Grandfathered Post-Specific Provisions</i>
Termination of employment during probation	In accordance with local labour law	<ul style="list-style-type: none"> - Salary until the date of termination but no other benefit or entitlement

Employer initiated early termination of non-ongoing employment contract	You will be provided with a notice period of 30 days or as otherwise stipulated in the employment contract	- Payment as stipulated in the employment contract
Expiry of non-ongoing employment contract	No requirement to provide notice unless otherwise stipulated in the employment contract	- None
Termination of employment for misconduct (just cause)	In accordance with departmental guidelines and local labour law requirements	- None
Termination of employment other than misconduct	You will be provided with a notice period of 30 days	- Severance pay at the rate of one month of salary for each year of service when the employee has no entitlement to a retirement benefit; or the applicable retirement benefit, whichever is higher - If you were employed prior to 01 July 2014, refer to section 8: <i>Grandfathered Post-Specific Provisions</i>

7.7 DEATH OF AN EMPLOYEE

If an employee dies while employed by the post, all financial entitlements which have accrued, but not previously been paid to the employee, less any accumulated debts, will be paid in full to the employee's nominated beneficiary/ies, next of kin or legal representative. Before any payment is made, the beneficiary will be required to prove their eligibility under local labour law to the satisfaction of post management. Under the Philippine Social Security System (SSS), death and funeral benefits may also be payable.

7.8 RECOVERY OF DEBTS ON CESSATION OF EMPLOYMENT

Upon cessation of employment, if you owe money to the post, or a debt arises, post management reserves the right to deduct the amount of the debt from any monies you are owed, or become entitled to.

8. GRANDFATHERED POST-SPECIFIC PROVISIONS

COMMENCEMENT DATE

For the purpose of these terms and conditions, staff who were in employment with the former AusAID before 2006, will be deemed to have commenced on 01 January 2006 or their actual start date if after 01 January 2006.

PHARMACEUTICAL ALLOWANCE

If you were employed on or before 01 July 2000:

You are entitled to an annual Pharmaceutical Allowance of Php3,000 plus Php1,500 per dependent (spouse not older than 65 years of age and child/ren not older than 18 years of age).

This allowance will be paid in one lump sum at the beginning of each financial year and will not count towards salary for any purpose. If you cease to be employed by the Embassy for any reason, a pro rata amount will be recovered from you.

14TH MONTH PAYMENT

If you were employed on or before 01 May 2002:

You are entitled to an additional one-month payment, paid as at 31 May each year. Periods of leave without pay of 22 days or more during the period will affect the payment amount, as this payment is pro-rated on the basis of days of service within the given period.

FUNERARY ASSISTANCE

If you were employed on or before 30 June 2017:

In the event of the death of an immediate family member (as defined in the glossary), you will be eligible for a payment of Php2,000.

RETIREMENT

If you were employed after 01 May 2002 but before 01 July 2014:

You are entitled to the following retirement benefit:

- Less than 5 years of employment – Nil.
- 5 to 9 years of employment – 75 per cent (or local labour law, whichever is higher) of monthly salary x years of employment.
- 10 or more years of employment – 100 per cent of monthly salary x years of employment.

If you were employed on or before 01 May 2002:

You are entitled to the following retirement benefit:

- 10 to 14 years of employment – 100 per cent of monthly salary x years of employment.
- 15 to 19 years of employment – 125 per cent of monthly salary x years of employment.
- 20 or more years of employment – 150 per cent of monthly salary x years of employment.

In addition, you will receive a lump sum payment for any unused personal leave up to a maximum of 54 days.

If you are eligible to receive a grandfathered resignation benefit and cease employment after the age of 55, you may receive the higher of either the retirement benefit or the resignation benefit, but not both.

RESIGNATION

If you were employed after 01 May 2002 but before 01 July 2014:

You are entitled to the following resignation benefit:

- Less than 5 years of employment – Nil.
- 5 to 9 years of employment – 75 per cent of monthly salary x years of employment.
- 10 or more years of employment – 100 cent of monthly salary x years of employment.

If you were employed on or before 01 May 2002:

You are entitled to the following resignation benefit:

- 10 to 14 years of employment – 100 per cent of monthly salary x years of employment.
- 15 to 19 years of employment – 125 per cent of monthly salary x years of employment.
- 20 or more years of employment – 150 per cent of monthly salary x years of employment.

In addition, you will receive payment of 14th month pay (pro-rated based on the actual date of resignation), and a lump sum payment for any unused sick leave up to a maximum of 54 days.

If you are eligible to receive a grandfathered resignation benefit and cease employment after the age of 55, you may receive the higher of either the retirement benefit or the resignation benefit, but not both.

REDUNDANCY

If you were employed on or before 01 May 2002:

You are entitled to the following redundancy benefit:

- 10 to 14 years of employment – 100 per cent of monthly salary x years of employment.
- 15 to 19 years of employment – 125 per cent of monthly salary x years of employment.
- 20 or more years of employment – 150 per cent of monthly salary x years of employment.

In addition, you will receive payment of 14th month pay (pro-rated based on the actual date of redundancy) and a lump sum payment for any unused sick leave up to a maximum of 54 days.

If you are eligible to receive the above grandfathered redundancy benefit and cease employment after the age of 55, you may receive the higher of either the retirement benefit or the redundancy benefit, but not both.

DEFINITION OF ‘IMMEDIATE FAMILY’

If you were employed on or before 30 June 2017:

In addition to the definition of ‘Immediate Family’ outlined in the glossary (section 10) of this document, if you were employed on or before 30 June 2017, ‘immediate family’ includes:

- grandparent or sibling of the employee.

NON-NATIONAL EMPLOYEES – VISAS

If you were employed on or before 01 November 2021:

The post will continue to pay for your visa renewal fees to enable you to live and work in the Philippines. New employees engaged after 01 November 2021, will be responsible for paying for their own visa fees, including any costs associated with renewing their visa.

9. TRANSITIONAL ARRANGEMENTS

TEXT NOW IN HRM OR A LOCAL INSTRUCTION

Workplace values

- Safe and accessible workplace
- Workplace diversity and anti-discrimination
- Elimination of harassment and bullying
- Freedom of association
- Outside employment and appointments
- Security policy
- Intellectual property
- Confidentiality

Conduct

- Code of conduct
- Conflict of interest
- Unauthorised absence from duty
- Attendance at official functions
- Accepting gifts or money
- Smoking in the workplace
- Official internet access and use
- Complaints and grievances

Terms of Employment

- Levels of Classification
- Employment Contracts
- Review of Actions

Working hours

- Part-time work

Performance management

- Performance management policy
- Performance cycle
- Upward appraisal
- Mid-term review
- End of cycle review
- Performance ratings

- Performance reward
- Managing underperformance
- Procedures for managing underperformance
- Circumstances where procedures for managing underperformance do not apply

Leave

- Leave during hours of duty
- Leave without pay
- Leave to count as service

Allowances and benefits

- Higher duties allow
- Meal allowance (local policy if it is to be continued)
- Professional memberships and affiliation
- Uniforms and/or protective clothing
- Transportation allowance (local policy if it is to be continued)
- Eyesight Testing
- Training, professional development and further study

Official travel

- Standards of travel
- Travel allowance
- Equipment and Clothing allowance
- Travel Insurance
- Use of recreation leave on official travel
- Travel and Excess Duty

Complaints and grievances

- Managing complaints
- Informal resolution
- Formal procedures: where a complaint or grievance does not involve a Head of Mission
- Formal procedures: where a complaint or grievance does involve the Head of Mission

Ceasing employment

- Resigning to contest an election

Separation arrangements

- Post separation timeframe

10. GLOSSARY

Term	Definition
“agreed hours”	the hours of work agreed within the post’s working hours’ bandwidth. May be on a full-time, part-time or casual basis
“Agency”	the departments or agencies of the Government of Australia which have representation at the post
“Agency Head”	the most senior representative of the agency, either at the post or in Canberra, or their nominated delegate
“APS employee”	Australian Public Service employee, engaged under section 22 of the <i>Public Service Act</i>
“Australian Embassy”	the official diplomatic offices for the Government of Australia representation in the Philippines
“days”	unless otherwise specified are calendar days
“DFAT”	the Department of Foreign Affairs and Trade
“delegate”	the position-holder appointed with the official delegation under section 74 of the <i>Public Service Act 1999</i> to approve an action or request. This may be on behalf of an agency and may be held at the post or in Canberra
“dependent”	for the purposes of health/medical insurance: <ul style="list-style-type: none"> - the spouse/partner of the employee - a child of the employee up to the age of 18
“employee”	a person engaged overseas by the delegate under section 74 of the <i>Public Service Act 1999</i> to perform work at the Australian Embassy in the Philippines irrespective of citizenship or residency including as an ongoing or non-ongoing (fixed-term, casual or temporary) employee
“employer”	the Australian Embassy Manila
“employment contract”	the legal document establishing the contract of service between the Australian Embassy and the individual LES
“HOM”	Head of Mission
“immediate family”	<ul style="list-style-type: none"> - recognised spouse or de facto partner (irrespective of gender or gender identity) of the employee - child (including an adopted child, a step child, a foster child or an ex-nuptial child) of the employee or employee’s recognised spouse or de facto partner

	<ul style="list-style-type: none"> - parent or step parent of the employee or the employee’s recognised spouse or de facto partner - any other person as deemed appropriate by the post management
“LES”	Locally Engaged Staff see also “employee”
“local labour law”	the Philippines legislation and jurisprudence that covers the protection and rights of employees, namely (but not exclusively limited to) the Labour Code of the Philippines, including any and all implementing rules and regulations that may be issued by the Department of Labor and Employment
“MBSAG”	Manila Based Staff Advisory Group - the LES representative body that facilitates formal communication channels between employees and post management
“month”	a calendar month unless otherwise specified
“overtime loading”	an additional amount paid to an employee, on top of their normal base hourly rate (excluding any additional allowances or bonus amounts), as compensation for undertaking work (overtime) outside the working hours bandwidth of post
“pay point”	the salary point within the salary range for a classification level which is the substantive salary payable to an employee
“post”	the Australian Embassy Manila
“post management”	consists of the HOM and the SAO. In personnel matters, post management is represented by the SAO
“SAO”	the Senior Administrative Officer of DFAT
“SES”	Senior Executive Service officers of DFAT
“supervisor”	an employee or agency representative with the responsibility for managing or supervising employees
“week”	is a calendar week unless otherwise specified
“WLS”	the work level standard used to classify positions
“year”	is a calendar year unless otherwise specified